

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISION

FOR

CEMENT MASON

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA
COUNTIES

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

ELEVEN SOUTHERN CALIFORNIA COUNTIES CEMENT MASONS

This Agreement entered into this first day of July, 2000, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and the Eleven Southern California Counties Cement Masons; Cement Masons Local Unions: 500 and 600, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

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Department of Industrial Relations

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Chief's Office

804. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees of one classification to any other classification or between crafts; provided that, when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. Abuse by any Contractor of the privilege granted in this paragraph 804 shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.

805. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XXIV of this Agreement. Any other method of paying employees, such as the use of piece work, bonus systems, quota setting, or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

806. Work performed under this Agreement shall be done by the employees of the Contractor or prime builder direct with the Cement Masons on an hourly basis, except as provided in the subcontractor provisions of this Agreement. The Cement Masons Craft Joint Adjustment Board or the Impartial Chairman may assess penalties for violations of Paragraph 805, this Article.

ARTICLE IX

Holidays, Payment of Wages, Meal Periods

901. HOLIDAYS

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

902. PAYMENT OF WAGES

902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular pay day falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift.